



Conflict of Interest Policy & Procedures

Re: Subcontracting Arrangements on U.S. Department of Education Projects

This conflict of interest policy pertains specifically to procedures used by EMT Associates, Inc. (EMT) in developing subcontracting arrangements for professional services pursuant to the conduct of tasks and activities associated with federal project statements of work (SOW). It acknowledges EMT's corporate policy as filed with the U.S. Department of Education's (ED) contracting office (January 2008) and outlines explicit procedures used by EMT project officers in negotiating subcontracts with professionals, organizations, and other private or non-profit entities.

1. Basis for subcontracting. A subcontract arrangement is appropriate in situations where the need for outside subject matter expertise is deemed critical to the conduct of the project. Specifically, this can include the use of subject matter experts for:

- a. Training purposes;
- b. Technical writing purposes;
- c. Expert panels or advisory purposes; and
- d. General consultation services.

A subject matter expert is an individual who has the necessary skills, qualifications, and educational training and background specific to the topic or area of interest. All proposed subject matter experts must submit their professional vita and be vetted and ultimately approved by the appropriate Federal Project Officer (FPO) prior to entering into any agreement with EMT.

2. Selection procedures. The selection of a subject matter expert, organization or other public entity will be based on the following criteria:

- Level of experience
- Prior performance
- Ability to meet deadlines in a timely, professional manner
- Costs
- Availability
- Assurance (via signature of the conflict of interest forms provided by EMT) that no conflict of interest exists

After ED has approved selection of the subcontractor(s), a subcontract specifying the scope of work, products/services, deliverable dates, and compensation will then be forwarded to the subject matter expert(s) for signature with a copy to be retained by EMT.

3. Restrictions. All subject matter experts hired to perform work under EMT's prime contract with the ED will adhere to the following provisions:

- a. No active marketing of services will be permitted in situations where the expert is in direct contact with individuals, agencies, and/or organizations that could potentially benefit from their expertise (*e.g.*, trainers at a training conference).
- b. EMT and ED reserve the right to modify, restructure and edit all written materials prepared by the subject matter expert pursuant to the terms of their subcontract.
- c. Subject matter experts presenting at ED's "*Emergency Management for Schools*" training events will follow the power point slides generated by ED and ED's partners to ensure all training recipients receive the same basic, and unbiased, information. These power points were generated via working groups from the field and provide a broad-based understanding of the four phases of emergency management consistent with the Federal message on this topic.
- d. Subject matter experts under contract to EMT will not offer for sale products developed by them either under the prime contract, or independently, without the prior approval of ED. At no time will products or services be offered at more than those of the costs necessary to offset production and distribution.

4. Notification. Should the subject matter expert enter into a separate contractual agreement with a school district or organization served by EMT under its prime contract with ED, the subject matter expert will make the agreement known to EMT and ED. Should the subject matter expert affiliate with private sector individuals or organizations whose business is in any way supported financially through the provision of emergency management products, services, or knowledge to schools, the subject matter expert will make the agreement known to EMT and ED. EMT and ED reserve the right to terminate any sub contractual agreement at that point if it is identified that a conflict of interest now exists.

5. Documentation. All subject matter experts, consultants, or subcontractors that enter into an agreement with EMT under its prime contract with ED will sign and submit EMT's conflict of interest form (submitted and accepted by ED's contracting office in January 2008) verifying that they do not have a conflict of interest with the work to be completed under the agreement. These forms will be stored on file at EMT's headquarters in Folsom, CA.

Any subcontractor receiving greater than \$3000 via a subcontract agreement with EMT under its prime contract with ED will be required to complete and submit ED's Conflict of Interest (COI-a 317) form in addition to EMT's conflict of interest form. One copy of each of these forms will be stored at EMT and a second copy will be submitted to ED's contract office for review and storage.